

1 JOEL K. BELWAY [60556]
2 THE LAW OFFICE OF JOEL K. BELWAY
3 Professional Corporation
4 235 Montgomery St., Suite 668
5 San Francisco, CA 94104
6 Telephone: (415) 788-1702
7 Facsimile: (415) 788-1517

8 Attorneys for Defendant
9 ELIZABETH IGUESMAN

10 UNITED STATES BANKRUPTCY COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 In re

Chapter 7 No. 10-32694

14 LEONID IGUESMAN, aka LEON
15 IGUESMAN, aka LEONARD
16 IGUESMAN; and ELIZAVETA
17 IGUESMAN, aka LISA IGUESMAN,
18 aka ELIZABETH IGUESMAN,

19 Debtors.

20 MICHAEL DEGTAREV,

A.P. No. 10-03185

21 Plaintiff,

ANSWER TO COMPLAINT

22 vs.

23 ELIZABETH IGUESMAN, and
24 individual; LEONID IGUESMAN,
25 and individual; and DOES 1-20
26 inclusive.
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1 COMES NOW defendant Elizabeth Igudesman ("Answering
2 Defendant") for herself alone and for no other defendant, and in
3 answer to the Complaint to Determine Nondischargeability of Debt
4 Pursuant to 11 U.S.C. Sections 523(a)(2)(A), 523(a)(2)(B),
5 523(a)(4), 523(a)(6), 727(a)(2)(A) and 727(a)(3) (the
6 "Complaint") by plaintiff Michael Degtyarev ("Plaintiff") against
7 Answering Defendant and Leonid Igudesman and admits, denies and
8 alleges as follows:

9 1. Answering Defendant admits the allegations of Paragraph
10 1 of the Complaint.

11 2. Answering Defendant admits the allegations of Paragraph
12 2 of the Complaint.

13 3. Answering Defendant admits the allegations of Paragraph
14 3 of the Complaint.

15 4. Answering Defendant admits the allegations of Paragraph
16 4 of the Complaint.

17 5. Answering Defendant lacks sufficient information or
18 belief to answer the allegations of Paragraph 5, and upon such
19 grounds denies those allegations.

20 6. Answering Defendant lacks sufficient information or
21 belief to answer the allegations of Paragraph 6, and upon such
22 grounds denies those allegations.

23 7. Answering Paragraph 7, Answering Defendant incorporates
24 herein each and every admission, denial and allegation set forth
25 in Paragraphs 1-6 hereinabove as though set forth at length.

26 8. Answering Defendant lacks sufficient information or
27 belief to answer the allegations of Paragraph 8, and upon such
28 grounds denies those allegations.

1 9. Answering Paragraph 9, Answering Defendant denies that
2 she was a real estate broker assigned to Plaintiff's file.

3 Answering Defendant alleges that she was an agent for Bridgeline
4 Capital.

5 10. Answering Paragraph 10, Answering Defendant admits and
6 alleges that contents of the email attached as Exhibit 1 to the
7 Complaint are as stated therein and not otherwise. Except as
8 expressly admitted, Answering Defendant denies the allegations of
9 Paragraph 10.

10 11. Answering Paragraph 11, Answering Defendant admits and
11 alleges that she and Plaintiff had preliminary discussions about
12 a loan for \$200,000, and Answering Defendant and Plaintiff
13 reached an agreement for a loan of \$240,000 by Plaintiff at 7.5%
14 interest. Answering Defendant alleges that she told Plaintiff
15 that she anticipated receiving funds from a third party within 60
16 days and that upon receipt of such funds, they would be used to
17 repay Plaintiff's loan. Except as expressly admitted, Answering
18 Defendant denies the allegations of Paragraph 11.

19 12. Answering Paragraph 12, Answering Defendant admits and
20 alleges that the contents of the Note attached as Exhibit 2 to
21 the Complaint are as stated therein and not otherwise. Except as
22 expressly admitted, Answering Defendant denies the allegations of
23 Paragraph 12.

24 13. Answering Paragraph 12, Answering Defendant admits and
25 alleges that the contents of Exhibit 3 to the Complaint are as
26 stated therein and not otherwise. Except as expressly admitted,
27 Answering Defendant denies the allegations of Paragraph 13.
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1 14. Answering Paragraph 12, Answering Defendant admits and
2 alleges that the contents of the email attached as Exhibit 4 to
3 the Complaint are as stated therein and not otherwise. Except as
4 expressly admitted, Answering Defendant denies the allegations of
5 Paragraph 14.

6 15. Answering Paragraph 15, Answering Defendant admits that
7 on or about October 1, 2009 she did not pay Plaintiff the balance
8 of the loan memorialized in Exhibit 2 to the Complaint.

9 16. Answering Paragraph 16, Answering Defendant admits and
10 alleges that the contents of Exhibit 5 to the Complaint are as
11 stated therein and not otherwise. Except as expressly admitted,
12 Answering Defendant denies the allegations of Paragraph 16.

13 17. Answering Paragraph 17, Answering Defendant admits and
14 alleges that the contents of Exhibit 6 to the Complaint are as
15 stated therein and not otherwise. Except as expressly admitted,
16 Answering Defendant denies the allegations of Paragraph 17.

17 18. Answering Paragraph 18, Answering Defendant admits and
18 alleges that the contents of Exhibit 7 to the Complaint are as
19 stated therein and not otherwise. Except as expressly admitted,
20 Answering Defendant denies the allegations of Paragraph 18.

21 19. Answering Paragraph 19, Answering Defendant admits that
22 she, as a joint debtor, filed bankruptcy on or about July 18,
23 2010. Except as expressly admitted, Answering Defendant lacks
24 sufficient information or belief to answer the allegations of
25 Paragraph 19, and upon such grounds denies those allegations.

26 **FIRST CLAIM FOR RELIEF**

27 20. Answering Paragraph 20, Answering Defendant
28 incorporates herein each and every admission, denial and

1 allegation set forth in Paragraphs 1-19 of the Complaint as
2 though set forth at length.

3 21. Answering Paragraph 21, Answering Defendant alleges
4 that the provisions of Section 523(a)(2)(A) of the Bankruptcy
5 Code are set forth therein and not otherwise.

6 22. Answering Paragraph 22, Answering Defendant admits that
7 she requested a loan in 2009 from Plaintiff for \$240,000, and
8 that she executed the Promissory Note attached as Exhibit 2 to
9 memorialize that loan. Except as expressly admitted, Answering
10 Defendant denies the allegations of Paragraph 22.

11 23. Answering Defendant denies the allegations of Paragraph
12 23 of the Complaint.

13 24. The terms of the Note are as stated therein and not
14 otherwise. Answering Defendant's testimony at the meeting of
15 creditors is as stated on the record thereof and not otherwise.
16 Except as expressly admitted, Answering Defendant denies the
17 allegations of Paragraph 24.

18 25. Answering Defendant admits the allegations of Paragraph
19 25 of the Complaint.

20 26. Answering Paragraph 26, Answering Defendant admits and
21 alleges that she told Plaintiff she needed a short term loan and
22 that anticipated receiving funds from a third party that would be
23 used to repay Plaintiff. Answering Defendant admits and alleges
24 that she did not receive the funds she anticipated receiving from
25 a third party that would have been used to repay Plaintiff.
26 Except as expressly admitted, Answering Defendant denies the
27 allegations of Paragraph 26.

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1 27. Answering Defendant denies the allegations of Paragraph
2 27 of the Complaint.

3 28. Answering Defendant denies the allegations of Paragraph
4 28 of the Complaint.

5 29. Answering Defendant denies the allegations of Paragraph
6 29 of the Complaint.

7 30. Answering Defendant denies the allegations of Paragraph
8 30 of the Complaint.

9 31. Answering Defendant denies the allegations of Paragraph
10 31 of the Complaint.

11 32. Answering Defendant denies the allegations of Paragraph
12 32 of the Complaint.

13 33. Answering Defendant denies the allegations of Paragraph
14 33 of the Complaint.

15 34. Answering Defendant denies the allegations of Paragraph
16 34 of the Complaint.

17 35. Answering Defendant denies the allegations of Paragraph
18 35 of the Complaint.

19 36. Answering Defendant denies the allegations of Paragraph
20 36 of the Complaint.

21 **SECOND CLAIM FOR RELIEF**

22 37. Answering Paragraph 37, Answering Defendant
23 incorporates herein each and every admission, denial and
24 allegation set forth in Paragraphs 1-36 hereinabove as though set
25 forth at length.

26 38. Answering Paragraph 38, Answering Defendant alleges
27 that the provisions of Bankruptcy Code Section 523(a)(2)(B) are
28 as stated therein and not otherwise.

1 39. Answering Defendant denies the allegations of Paragraph
2 39 of the Complaint.

3 40. Answering Defendant denies the allegations of Paragraph
4 40 of the Complaint.

5 41. Answering Defendant denies the allegations of Paragraph
6 41 of the Complaint.

7 42. Answering Defendant denies the allegations of Paragraph
8 42 of the Complaint.

9 43. Answering Defendant denies the allegations of Paragraph
10 43 of the Complaint.

11 **THIRD CLAIM FOR RELIEF**

12 44. Answering Paragraph 44, Answering Defendant
13 incorporates herein each and every admission, denial and
14 allegation set forth in Paragraphs 1-43 hereinabove as though set
15 forth at length.

16 45. Answering Paragraph 45, Answering Defendant alleges
17 that the provisions of Bankruptcy Code Section 523(a)(4) are as
18 stated therein and not otherwise.

19 46. Answering Defendant lacks sufficient information or
20 belief to answer the allegations of Paragraph 46 of the
21 Complaint, and upon such grounds denies those allegations.

22 47. Answering Defendant denies the allegations of Paragraph
23 47 of the Complaint.

24 48. Answering Defendant denies the allegations of Paragraph
25 48 of the Complaint.

26 49. Answering Defendant denies the allegations of Paragraph
27 49 of the Complaint.

28 **FOURTH CLAIM FOR RELIEF**

1 50. Answering Paragraph 50, Answering Defendant
2 incorporates herein each and every admission, denial and
3 allegation set forth in Paragraphs 1-49 hereinabove as though set
4 forth at length.

5 51. Answering Paragraph 51, Answering Defendant alleges
6 that the provisions of Bankruptcy Code Section 523(a)(6) are as
7 stated therein and not otherwise.

8 52. Answering Defendant lacks sufficient information or
9 belief to answer the allegations of Paragraph 52 of the
10 Complaint, and upon such grounds denies those allegations.

11 53. Answering Defendant denies the allegations of Paragraph
12 53 of the Complaint.

13 54. Answering Defendant denies the allegations of Paragraph
14 54 of the Complaint.

15 55. Answering Defendant denies the allegations of Paragraph
16 55 of the Complaint.

17 56. Answering Defendant denies the allegations of Paragraph
18 56 of the Complaint.

19 57. Answering Defendant denies the allegations of Paragraph
20 57 of the Complaint.

21 **FIFTH CLAIM FOR RELIEF**

22 58. Answering Paragraph 58, Answering Defendant
23 incorporates herein each and every admission, denial and
24 allegation set forth in Paragraphs 1-57 hereinabove as though set
25 forth at length.

26 57. [Sic]. Answering Paragraph 57 [sic], Answering
27 Defendant alleges that the provisions of Bankruptcy Code Section
28 727(a)(2)(A) are as stated therein and not otherwise.

1 59. Answering Paragraph 59, Answering Defendant lacks
2 sufficient information or belief to answer the allegations of
3 Paragraph 59 of the Complaint, and upon such grounds denies those
4 allegations.

5 60. Answering Defendant denies the allegations of Paragraph
6 60 of the Complaint.

7 61. Answering Defendant denies the allegations of Paragraph
8 61 of the Complaint.

9 **SIXTH CLAIM FOR RELIEF**

10 62. Answering Paragraph 62, Answering Defendant
11 incorporates herein each and every admission, denial and
12 allegation set forth in Paragraphs 1-61 hereinabove as though set
13 forth at length.

14 63. Answering Paragraph 63, Answering Defendant alleges
15 that the provisions of Bankruptcy Code Section 727(a)(3) are as
16 stated therein and not otherwise.

17 64. Answering Paragraph 64, Answering Defendant lacks
18 sufficient information or belief to answer the allegations of
19 Paragraph 64 of the Complaint, and upon such grounds denies those
20 allegations.

21 65. Answering Defendant denies the allegations of Paragraph
22 65 of the Complaint.

23 66. Answering Defendant denies the allegations of Paragraph
24 66 of the Complaint.

25 67. Answering Defendant denies the allegations of Paragraph
26 67 of the Complaint.

27 **FIRST AFFIRMATIVE DEFENSE**
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1 The Complaint and each claim for relief therein fails to
2 state a claim against Answering Defendant upon which relief can
3 be granted.

4 **SECOND AFFIRMATIVE DEFENSE**

5 The Complaint is barred by the laws of usury.

6 **THIRD AFFIRMATIVE DEFENSE**

7 Any claims by Plaintiff under the Complaint are barred by
8 the doctrines of setoff and recoupment in that Plaintiff, through
9 his actions, has damaged Answering Defendant in a sum in excess
10 of the amounts claimed by Plaintiff.

11 **FOURTH AFFIRMATIVE DEFENSE**

12 The Complaint is barred by the doctrine of estoppel.

13 **FIFTH AFFIRMATIVE DEFENSE**

14 The Complaint is barred by the doctrine of unclean hands.

15 WHEREFORE Answering Defendant Prays for judgment as follows:

- 16 1. That Plaintiff take nothing and for judgment in favor of
17 Answering Defendant;
18 2. Costs of suit incurred herein; and
19 3. Such other and further relief as the Court may deem meet
20 in the premises.

21
22 Dated: December 2, 2010

THE LAW OFFICE OF JOEL K. BELWAY
Professional Corporation

24 /s/ Joel K. Belway
25 JOEL K. BELWAY
26 Attorney for Elizabeth Igudesman
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